

JANUARY 31, 2004
CONTRACT PERIOD THROUGH ~~JANUARY 31, 2003~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **REFRIGERATION EQUIPMENT MAINTENANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **January 5, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Stephen Krausnick, MCSO
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR:

**MAINTENANCE OF KITCHEN REFRIGERATION
EQUIPMENT**

1.0 **INTENT:**

The intent of this Invitation For Bid is to provide a source for repair, maintenance, installation, and retrofit on refrigeration equipment located at the Maricopa County's Jail Kitchens. All services shall be requested on an as needed basis. The MCSO Kitchen Management may obtain competitive quotes for service requirements from all vendors awarded this contract. Vendors must obtain pre-approval from the MCSO Jail Kitchen Management staff before starting work. This contract will be a multiple award.

2.0 **TECHNICAL SPECIFICATIONS:**

The work shall consist of repairs, maintenance, retrofitting, or new installation of equipment listed in the attached sheet. The list is for indicative purposes only.

Vendors interested in inspecting the equipments prior to submitting their bids, should contact Ed Brenke, MCSO Food Services at 602-256-1300 ext. 4335. The walk through inspection will be carried out at 10 AM on 10-5-99. Due to security reasons, vendors MUST call Ed Brenke no later than 10 AM on 10-4-99 to register for the inspection.

2.1 Repair & Maintenance

2.1.1 REGULAR SERVICE for repairs shall be made available to County between 8:00 AM to 5:00 PM, Monday through Friday, excluding County holidays. All work performed after 5:00 PM and before 8:00 AM the next morning shall be considered EMERGENCY AFTER HOURS. Saturday, Sunday and holidays shall be considered WEEKEND & HOLIDAY hours. Service shall be made available to the County 365 days per year, 24 hours per day. New installation work shall be performed at regular County hours.

No overtime charges are allowed, only pricing as bid.

2.1.2 Response time to all regular service work shall be within six (6) hours on-site after Contractor receives request from the MCSO-Jail Kitchen. Emergency after hours and weekend and holiday request shall have a three (3) hour response time.

2.1.3 Contractor to be responsible for sourcing all parts necessary in the repair, maintenance, and retrofitting.

2.1.4 Replacement parts used by the Contractor shall be equivalent to OEM specifications and design (if either manufactured or rebuilt) and be warranted for a minimum of ninety (90) days, except compressors which shall be warranted for a minimum of one (1) year.

2.1.5 All labor for repairs will have a minimum 90-day warranty, for specific repairs only. MCSO will monitor any recalls through a contract administration process.

2.1.6 Contractor shall be responsible for all safe handling and disposal of all refrigerant, refrigerant oils and refrigerant filters, per all Federal and E.P.A. laws pertaining to the evacuations, spillage, and disposal of such refrigerants.

2.1.7 Refrigerant recovery and reclaiming on all systems containing a Charge of 10 lb. or more shall be coordinated with MCSO for the purposes of E.P.A. documentation. Copies must be provided to the County.

2.1.8 All electric motors replaced must have an energy efficiency of "premium" or better.

2.2 New installation/retrofitting:

2.2.1 Shall the need arise for new installation, Contractor's will be notified by MCSO for a quote request. Contractor will supply a complete list of equipment proposed to be installed, stating the type of equipment and its major components, by make, model number and manufacture, giving all performance data.

- 2.2.2 After reviewing bid requests, Contractor to provide shop drawings consisting of manufacturer's certified scale drawings, cuts, catalogs, or descriptive literature with complete certified characteristics of equipment, dimensions, capacities, code requirements, meter drive, testing, and certified performance curves for all fans and pumps, and pricing to MCSO.
- 2.2.3 **SUBCONTRACTING:**
- The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.
- The Subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.
- 2.2.4 All ductwork for new/retrofitted equipment shall be submitted via shop drawings to MCSO for approval prior to initiation of work.
- 2.2.5 Contractor to comply with all applicable codes, rules, and regulations. All materials and work must comply with State, County and Municipal construction, mechanical, plumbing, electrical and fire codes.
- 2.2.6 Contractor shall pay for all connections, installation, use, development, etc. fees, and/or charges. Obtain and pay required permits and licenses. These fees may be then billed directly to the County without mark-up.
- 2.2.7 Contractor will be responsible to complete the work in the time allotted.
- 2.2.8 Prior to completion of new/retrofit work, compile a complete equipment and maintenance manual for all new equipment supplied to the County.
- 2.2.9 The Contractor shall correct without charge any work requiring alteration due to lack of prior supervision or failure to make proper provision on time.
- 2.2.10 All wiring, conduit, junction boxes, electric automatic temperature control devices, relays, thermostats, pneumatic electric switches, automatic control switches, pilot lights, etc. shall be quote priced in the installation costs and submitted to MCSO.
- 2.2.11 All plumbing piping (galvanized, copper, PVC, etc.), couplings, connectors, condensate drains, gas lines, water lines, etc. shall be quote priced in the installation costs and submitted to MCSO.
- 2.2.12 Contractor shall construct and erect ductwork in accordance with the latest issue of SMACNA Standards and **ASHRAE** Guidelines. Comply in fabrication of joints, seams, bracing, reinforcing, hangers, fittings, housings and casings.
- 2.2.13 Contractor will be required to utilize licensed plumbers for all new installation of piping distribution systems as governed by State, County, and City codes. Required permits shall be Contractor's responsibility. These fees may be then billed directly to the County without mark-up.
- 2.2.14 Contractor will be required to utilize licensed electricians for all new installations of electrical distribution systems as governed by State, County, and City codes. Required permits shall be Contractor's responsibility.
- 2.2.15 Should the need arise to penetrate a roof or to modify an existing roof opening for the installation of ductwork, Contractor is to coordinate this activity with FEMD for the purposes of roof warranty concerns with the roofing contractor. Failure to follow this request may result in Contractor accepting responsibility regarding warranty claims against roof leaks and subsequent internal building/contents damage from water leaks.

2.2.16 INVOICING:

Invoicing MUST include: Purchase order number; Terms; A **detailed** description of work performed; Location of job site; Parts used (parts must be detail itemized describing each part by name, description, and part number); Price of parts (price must have Contractor's list price **and** discount price); Total labor hours; Grand total.

Invoicing shall be billed to:

ATTN: Ed Brenke
MCSO {Food Services}
3225 W., Gibson Lane
Phoenix, AZ 85009

Invoicing that does not have all the required information as listed above will be sent back for corrections, delaying payment to the Contractor.

2.2.17 TAX:

Taxes shall be imposed on equipment purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and included the same in bid price.

2.3 **CONTRACTOR'S REQUIREMENTS:**

- 2.3.1 Contractor's technical staff will have CFC certification, and proof of such must be submitted with bid package. Technicians must be thoroughly trained with a minimum of five (5) years experienced in the field of air conditioning and heating and who are completely familiar with the specified requirements and methods needed for proper performance of this Contract.
- 2.3.2 Contractor shall be licensed by the State of Arizona, having a commercial L-39 license. Proof of such must accompany bid package.
- 2.3.3 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.
- 2.3.4 Prior to initiation of any repair work, the Contractor's technical staff shall evaluate the problem. If it is deemed that, due to the nature and magnitude of the repairs needed, the Contractor is unable to correct the problem within a reasonable time span, the Contractor must contact MCSO. The County has the option to contact another contractor to resolve repair problems.
- 2.3.5 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and **acceptable** to MCSO inspection. Documentation, through a audit and feedback system of contract administration shall be used in this contract, by the MCSO.
- 2.3.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by MCSO.
- 2.3.7 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.3.8 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by MCSO and be given 4 hours to correct the work Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at Contract pricing.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.2 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.3 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.4 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.5 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.6 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 INSURANCE REQUIREMENTS:

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

- 4.11.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

4.11.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.11.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

4.12 **CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 **CANCELLATION AND EXPIRATION NOTICE:**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.14 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.15 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.16 **SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.20 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.21 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.22 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action ,which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.23 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.24 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.25 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.26 **GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.27 **DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.28 **PRICE REDUCTIONS:**

By submitting a bid or proposal in response to this Invitation For Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.28.1 Cancel the Contract, if it is currently in effect.
- 4.28.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.28.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

4.29 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.30 **SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.31 **PROCUREMENT CARD CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

5.0 **ADMINISTRATIVE INFORMATION:**

5.1 **INCORPORATION OF BID INTO THE CONTRACT:**

The contents of this Invitation For Bids and the selected firm's response are to be incorporated into the Contract.

5.2 **PROCUREMENT AUTHORITY:**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this Invitation for Bids must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Bidder believes that any aspect of this Invitation for Bids is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.4 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation for Bids.

5.5 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

5.6 AMPLIFYING DATA:

Should any Bidder wish to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that such amplifying materials is a part of the bid and attach material to the bid form(s).

5.7 CONTRACTOR LICENSE REQUIREMENT:

The Bidders shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.

Bidders furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Bidder is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Bidders are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Bidders shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the Bidder.

5.9 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

5.10 PUBLIC RECORD:

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record.

5.11 D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.12 REFERENCES:

Bidders must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

5.13 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

5.13.1.1 Compliance with specifications

5.13.1.2 Price

5.13.1.3 Determination responsibility

5.14 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the bidder, or identified in his bid, as well as other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the material or equipment conforming to the bid specifications, to waive any informalities in the bid or may reject all bids.

5.15 AWARD:

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

5.16 VALIDITY PERIOD:

All bid prices shall be held firm for a minimum period of 60 days after bid opening.

5.17 POST AWARD MEETING

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of this Contract.

5.18 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The Bidders should know in the bidding process that the successful Bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal bidder/user relationship will exist when within compliance and the contract administration process should be transparent.

5.19 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.20 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

5.21 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Invitation For Bids.

5.23 FINANCIAL STATUS:

All Bidders shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a bidder non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Bidder is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Bidder should be declared non-responsible and/or non-responsive, and suspension or debarment of the Bidder, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this Invitation for bids, the Bidder agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Bidder will meet its obligations to the County.

5.24 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

5.25 REGISTRATION:

Bidders are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.26 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Bidders, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.27 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

KUNJAN DAYAL, PROCUREMENT SPECIALIST – (602) 506-8020

Technical Telephone inquiries shall be addressed to:

ED BRENKE, MCSO KITCHEN ADMINISTRATION – 602-256-1300 x 4335

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

KD/mab
cc: Various

NOTE: BIDDERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS

~~A-QUALITY HVAC SERVICES, 19011 W. LATHAM, BUCKEYE, AZ 85326~~

PRICING SHEET S07 69 05/B0609321 B0604574

ACCEPT PROCUREMENT CARD: YES X NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

~~EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.~~

PRICING:

~~NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.~~

Labor Cost:

REGULAR SERVICE \$ * 48.00 /per hr. *One (1) hour minimum.

Trip Charge \$ N/A

EMERGENCY AFTER HOURS SERVICE

 \$ * 69.00 /per hr. * \$75.00 charge for wholesale supplier to open after
 hours/holiday/weekend, will apply if specialty parts required.

Trip Charge \$ N/A

WEEKEND & HOLIDAY SERVICE:

 \$ 92.00 /per hr.

Trip Charge \$ N/A

Labor for services outside the scope of this contract:

Material Cost

Manufacturer's name % Discount on list price % Markup on list price

 GRAINGER 0 0

Terms: Net 30

Federal Tax ID Number: 86 0837484

Telephone Number: (623) 853 1482

Fax Number: (623) 853 9274

Contact Person: Clint Cary, Owner

Vendor Number: 860837484 A

Contract Period: To cover period ending January 31, 2003.

ANDREW'S REFRIGERATION, INC., 5617 E. HILLERY DR., SCOTTSDALE, AZ 85254-2449

PRICING SHEET S07 69 05/~~B0609321~~ **B0604574**

ACCEPT PROCUREMENT CARD: _____ YES X NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO - - % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Labor Cost:

REGULAR SERVICE \$ 46.00 /per hr.

Trip Charge \$ - -

EMERGENCY AFTER HOURS SERVICE

\$ 69.00 /per hr.

Trip Charge \$ - -

WEEKEND & HOLIDAY SERVICE:

\$ 69.00 /per hr.

Trip Charge \$ - -

Labor for services outside the scope of this contract:

Material Cost

Manufacturer's name	% Discount on list price	% Markup on list price
<u>HOSHIZAKI</u>	<u>25%</u>	<u>- -</u>
<u>AMERICAN STANDARD</u>	<u>25%</u>	<u>- -</u>
<u>TRUE MFG.</u>	<u>25%</u>	<u>- -</u>
<u>PERLIK</u>	<u>25%</u>	<u>- -</u>
<u>TRAULESEN</u>	<u>25%</u>	<u>- -</u>
<u>MANITOWOC</u>	<u>25%</u>	<u>- -</u>
<u>VOGT</u>	<u>25%</u>	<u>- -</u>

ANDREW'S REFRIGERATION, INC., 5617 E. HILLERY DR., SCOTTSDALE, AZ 85254-2449

Terms:	Net 30
Federal Tax ID Number:	86-0840431
Telephone Number:	(602) 992-9560
Fax Number:	(602) 992-9570
Contact Person:	Carrol Harris, President
Vendor Number:	860840431
Contract Period:	To cover period ending January 31, 2003 2004.

SIEMENS BUILDING TECHNOLOGIES, 4025 E COTTON CENTER BLVD #200, PHOENIX, AZ 85040

2330 W. UNIVERSITY DR., #10, TEMPE, AZ 85281

PRICING SHEET S07 69 05/~~B0609321~~ **B0604574**

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO - % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Labor Cost:

REGULAR SERVICE \$ 52.00 /per hr.

Trip Charge \$ 12.00

EMERGENCY AFTER HOURS SERVICE

\$ 78.00 /per hr.

Trip Charge \$ 12.00

WEEKEND & HOLIDAY SERVICE:

\$ 104.00 /per hr.

Trip Charge \$ 12.00

Labor for services outside the scope of this contract:

Material Cost

Manufacturer's name	% Discount on list price	% Markup on list price
<u> SIEMENS </u>	<u> -50% </u>	<u> 0% </u>
<u> ALL </u>	<u> 0% </u>	<u> 0% </u>

Terms: Net 30

Federal Tax ID Number: 13-2762488

Telephone Number: ~~(480) 829-7896~~ **602/567-2200**

Fax Number: ~~(480) 829-6578~~ **602/567-2358**

Contact Person: **Jonathan Walker, jonathan.walker@siemens.com**
~~Michael Parker, Sales Engineer, e-mail: michael.parker@siemens.com~~

Company Web Site: www.siemens.com

Vendor Number: 132762488

Contract Period: To cover period ending ~~January 31, 2003~~ **2004.**

TRI-CITY MECHANICAL, INC., 6875 W. GALVESTON, CHANDLER, AZ 85226

PRICING SHEET S07 69 05/B0609321 **B0604574**

ACCEPT PROCUREMENT CARD: _____ YES X NO

+ REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO - % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Labor Cost:

REGULAR SERVICE \$ * /per hr. * 1st year - \$ 57.00 /per hr.
2nd year - \$ 58.00 /per hr.
3rd year - \$ 58.50 /per hr.

Trip Charge \$ ** **First half hour on the job – minimum hour rate. Regular rate after that.

EMERGENCY AFTER HOURS SERVICE

\$ *** /per hr. *** 50% added to Regular hour rate.

Trip Charge \$ **** **** First half hour on the job – Emergency hour rate.

WEEKEND & HOLIDAY SERVICE:

\$ ***** /per hr. ***** Same as emergency hour rate.

Trip Charge \$ *****

Labor for services outside the scope of this contract:

Material Cost

Manufacturer's name	% Discount on list price	% Markup on list price
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<u>ALL PARTS</u>	<u>10%</u>	<u> </u>
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Terms:	Net 30
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Federal Tax ID Number:	86-0340108
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Telephone Number:	(480) 961-7253 480/753-9295
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Fax Number:	(480) 961-7203
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Contact Person:	Roger Lynch Kay Brand
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Company Web Site:	www.comfortsystemusa.com www.comfortsystemsusa.com
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E-mail	kbrand@comfortsystemsusa.com
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Vendor Number:	860340108
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Contract Period:	To cover period ending January 31, 2003 2004.
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